

TENDER SPECIFICATIONS

Inventory and review of spectrum use:
Assessment of the EU potential for improving spectrum efficiency

SMART 2011/0016

TABLE OF CONTENTS

PART 1: TECHNICAL DESCRIPTION	4
1 CONTEXT	4
2 OBJECTIVES	5
3 DURATION	7
4 DELIVERABLES, MEETINGS AND TIMETABLE	7
4.1 DELIVERABLES	7
4.1.1 <i>The deliverables listed below must be provided by the contractor:</i>	7
4.1.2 <i>Report format</i>	8
4.2 MEETINGS AND WORKSHOPS	9
4.3 TIMETABLE	11
5 TERMS OF APPROVAL OF REPORTS/DELIVERABLES	12
5.1 STUDY REPORT(S)	12
5.2 OTHER DELIVERABLES	12
6 LAYOUT/CONTENT OF THE WORK PLAN	12
PART 2: ADMINISTRATIVE DETAILS	13
1 ELIGIBILITY REQUIREMENTS	13
2 ADMINISTRATIVE REQUIREMENTS	13
2.1 DIFFERENT WAYS TO SUBMIT A TENDER	14
2.2 JOINT TENDERS AND SUBCONTRACTING	14
2.2.1 <i>Joint tenders</i>	14
2.2.2 <i>Subcontracting</i>	14
2.3 IDENTIFICATION OF THE TENDERER – LIST OF FORMS & EVIDENCES REQUIRED	15
3 SIGNATURE OF THE TENDER	16
4 LAYOUT OF THE TENDER	16
4.1 ADMINISTRATIVE SECTION	16
4.2 TECHNICAL SECTION	17
4.3 FINANCIAL SECTION	17
5 EVALUATION OF TENDERS	18
5.1 EXCLUSION CRITERIA	18
5.2 SELECTION CRITERIA	22
5.2.1 <i>Professional information</i>	22
5.2.2 <i>Financial and economic capacity</i>	22
5.2.3 <i>Technical background</i>	23
5.3 AWARD CRITERIA	24
5.3.1 <i>Technical award criteria</i>	24
5.3.2 <i>Price</i>	25
6 AWARD OF THE CONTRACT	25
7 PAYMENT AND STANDARD CONTRACT	25
8 VALIDITY OF THE TENDER	25
9 ADDITIONAL PROVISIONS	25
10 LIQUIDATED DAMAGES: SEE ARTICLE II.16 OF THE MODEL CONTRACT	26

11	NO OBLIGATION TO AWARD THE CONTRACT	26
12	RESULTS	26
13	DISCLAIMER	26
	PART 3: ANNEXES.....	27
	ANNEX 1: ADMINISTRATIVE IDENTIFICATION FORM.....	27
	ANNEX 2: LEGAL ENTITIES FORM.....	28
	ANNEX 3: BANK IDENTIFICATION FORM.....	28
	ANNEX 4: DECLARATION OF HONOUR WITH RESPECT TO THE EXCLUSION CRITERIA AND ABSENCE OF CONFLICT OF INTEREST	29
	ANNEX 5: POWER OF ATTORNEY	31
	ANNEX 6A: LETTER OF INTENT FOR SUB-CONTRACTORS	32
	ANNEX 6B: LETTER OF INTENT FOR EXTERNAL EXPERTS	33
	ANNEX 7: CHECKLIST OF DOCUMENTS TO BE SUBMITTED.....	1

PART 1: TECHNICAL DESCRIPTION

1 CONTEXT

Radio Spectrum is an essential resource for many services: mobile, satellite and fixed wireless communications, TV and radio broadcasting, transport, navigation systems (GPS/Galileo), and many other applications (medical equipment, alarms, remote controls, hearing aids, microphones, etc.). Radio technology supports public services such as defence, security/safety and scientific activities (e.g. meteorology, Earth observation and monitoring, radio astronomy and space research).

As a measure of the importance of these wireless applications and services to society and the economy, access to radio spectrum has become essential in efforts to promote economic recovery and growth, to ensure high-quality jobs and long term EU competitiveness, and to bridge the digital divide. Developing a co-ordinated radio spectrum policy is therefore a matter of strategic importance for the European Union, as this is needed to enhance the functioning of the single market for wireless services and equipment, while creating new opportunities for innovation and maximising the efficient use of the resource. An effective EU spectrum policy will amplify the positive impact of these wireless services and equipment on economic recovery and social integration across the EU.

On 20 September 2010, the Commission has adopted its proposal for a first Radio Spectrum Policy Programme which is a major follow-up to the recently adopted legislation on the regulatory framework for electronic communications¹. The general goal to be achieved by the RSPP is stated in Article 8a(3) of the amended Framework Directive: "Such programmes shall set out the policy orientations and objectives for the strategic planning and harmonisation of the use of radio spectrum in accordance with the provisions of this Directive and the Specific Directives." The Programme therefore sets out the guiding principles and the objectives to be followed by Member States and EU institutions in the field of radio spectrum and indicates the initiatives that are taken to allow a swift implementation of these principles and objectives.

The multi-annual Radio Spectrum Policy Programme (RSPP) is now being negotiated with the European Parliament and Council in view of formal adoption later in 2011.

Two main recurring problems of a strategic nature were identified in the impact assessment accompanying the RSPP:

- Suboptimal use of spectrum with regard to the potential economic, social and environmental benefits
- A mismatch between the growing demand for new wireless services and available spectrum resources

In both cases inefficiencies in the distribution and use of spectrum cause increased scarcity, create costs, lead to wasted opportunities for business and society, reducing the take-up of innovative technologies and services and may result in both public and commercial services not being available. Minimising these problems requires developing a stronger and more coherent vision of the manner in which spectrum is used, in order to be able to make the increasingly sensitive choices that need to be made on the use of spectrum.

Article 8 of the RSPP suggests performing an inventory of radio spectrum, which should support the Commission to address the problems stated above and which is based on the provisions of the Radio Spectrum Decision¹.

Article 1 of the Radio Spectrum Decision explains the aim and the scope of a European radio spectrum policy: "The aim of this Decision is to establish a policy and legal framework in the Community in order to ensure the coordination of policy approaches and, where appropriate, harmonised conditions with regard to the availability and **efficient use of the radio spectrum** necessary for the establishment and functioning of the internal market in Community policy areas such as electronic communications, transport and research and development (R&D)."

Article 5 of this decision sets down the requirements as regards the availability of information, as follows: "Member States shall ensure that their national radio frequency allocation tables and information on rights of use, conditions, procedures, charges and fees concerning the use of the radio spectrum, shall be published if relevant in order to meet the aim set out in Article 1. They shall keep this information up to date and shall make measures to develop appropriate databases in order to make such information available to the public, where applicable in accordance with the relevant harmonisation measures taken under Article 4."

Along these lines as a first step an EFIS database was established collecting information on radio frequency allocations, applications, radio interface specifications and rights of use in some radio spectrum bands, as per the Commission Decision². However the information gathered through the EFIS database proved not to be sufficient in order to be able to conclude on whether radio spectrum is used efficiently. In particular, EFIS does not provide information regarding the actual use of spectrum by undertakings, for example the density and geographical scope of actual use, as well as technology used or regarding any agreements / co-ordination difficulties between users in the bands and between bands.

The Radio Spectrum Policy Group (RSPG), an advisory body to the Commission consisting of high level national experts, has set in its work programme for 2011 a work item in relation to the review of spectrum use where the RSPG foresees to investigate the best process for analysing spectrum demand and impact of technology trends on such demand. The RSPG Opinion RSPG10-330 proposed that an essential part of the RSPP should be to "identify developing and potential future significant uses of spectrum taking into account demand and technology trends". As stated in the Opinion the RSPG believes that, with a view to releasing more "new" spectrum, the EC should take into account an analysis of demand and technology trends to identify developing and future significant uses of spectrum.

2 OBJECTIVES

The objective of the study is to support the Commission in the implementation of Article 8 of the Radio Spectrum Policy Programme.

¹ Decision No 676/2002/EC of the European Parliament and of the Council of 7 March 2002 on a regulatory framework for radio spectrum policy in the European Community (Radio Spectrum Decision)

² Decision No 344/2007/EC

The successful tenderer is required to carry out the following tasks:

1) Gather detailed information including a survey of stakeholders:

- on existing spectrum use, in particular in the spectrum range from 300 MHz to 3 GHz,
- on both private and public spectrum use,
- from each Member State,
- based on a common format to enable comparison.

The survey of stakeholders should be organised in a manner that complies with the Commission's guidelines on public consultation.³

In relation to task 1, the tenderer should provide in its offer a method and work plan on how it is envisaged to collect this information from stakeholders, including a draft template of the common format to be used.

2) Develop an appropriate methodology for defining and assessing the efficiency of spectrum use so as to find an appropriate balance between the following elements of efficiency: the technical efficiency of existing spectrum uses (identification of the relative spectral efficiency of the various technologies and approaches to delivering services, unused spectrum, or opportunities to use spectrum more efficiently, as well as spectrum-sharing opportunities), the overall economic efficiency of existing use, and the social efficiency of spectrum use (meeting public service objectives, the level of benefit to the citizen, society and the environment).

The successful tenderer should develop a methodology for deciding in which cases technical measurements are necessary to be able to assess and/or validate the efficiency of spectrum use in a specific band and should, accordingly, design a mechanism for undertaking such measurements, where they are needed. The related costs which would occur if such measurements were performed should be estimated. The successful tenderer is not required to carry out technical measurements.

3) Analyse the technical efficiency of existing radio spectrum use in bands 300 MHz to 3 GHz, based on the methodology above, taking account also of the characteristics of the radio spectrum in which the user operates. Categorise this use in an electronic database so as to facilitate the exploitation and further analysis of the data.

4) Establish a benchmarking: to compare the efficiency of use of radio spectrum in Europe in general terms to its use in other regions of the world, and identify areas where significant economic growth potential exist.

5) Resulting from the analysis on the existing spectrum use in accordance with the above tasks, and based on the future needs identified in the RSPG opinion to be published in November 2011, identify a set of relevant frequency bands, in particular in the range from 300 MHz to 3 GHz, where efficient use could be improved, and formulate adequate

³ COM/2002/0704 COMMUNICATION FROM THE COMMISSION- Towards a reinforced culture of consultation and dialogue - General principles and minimum standards for consultation of interested parties by the Commission

recommendations to the Commission/ Member States on how to improve efficiency of spectrum use.

6) Meetings and workshops:

For the tasks under point 6 see also section 4.2 of the tender specifications.

a) Participate at a RSPG working group/RSPG meeting and explain to the RSPG working group/RSPG the approach and work plan to accomplish the tasks of this study and depending on the timing of these meetings also the preliminary results of the study. Gather further input from the RSPG in order to further develop the deliverables, if needed. This work item may require up to 2 separate meetings of maximum half a day organised in Brussels.

b) Organise a workshop, in cooperation with the Commission in Brussels, in order to present the interim report and to discuss preliminary findings and recommendations of the study with the main stakeholders. The outcome of this workshop should be used as an input to fine-tune, if necessary, or to confirm preliminary findings and recommendations. Suggest to the Commission a list of stakeholders to invite to this workshop one month in advance of the meeting. Prepare minutes of this workshop within 2 weeks after the date the workshop was held. This workshop should not take longer than a day.

c) Organise a workshop in cooperation with the Commission in Brussels and present the final results (including findings and recommendations) of the study, after the Commission approved the final study report. This workshop should not take longer than a day.

3 DURATION

Duration of the tasks must not exceed 10 months and is subject to the provisions of Article I.2.3 of the contract.

4 DELIVERABLES, MEETINGS AND TIMETABLE

4.1 Deliverables

4.1.1 The deliverables listed below must be provided by the contractor:

- **Inception report**, specifying the methodology, resources and objectives provided in the tender in accordance with the indications provided by the Commission during the inception meeting (see section 4.2 below). A draft of the report shall be made available to the Commission's services for information 5 working days before the inception meeting. The report should be finalised after the meeting taking into account all observations and comments raised at the meeting. The Inception Report shall be made available within 2 weeks after the inception meeting.
- **Interim study report** which has to cover at least the tasks 1, 2 and 3, described in section 2 under objectives and has to provide a stable draft at least on tasks 1, 2 and 3. The interim study report shall be made available to the Commission's services within 6 months after signature of the contract by the last contracting party. A draft of the report shall be made available to the Commission's services 5 working days before the interim meeting described in section 4.2 below. The report should be finalised after the meeting taking into account all observations and comments raised at the meeting. The finalised Interim Study Report shall be submitted to the Commission's services within 2 weeks after the first interim meeting.

- **The post-workshop report** shall contain the presentations, position papers and preparatory papers; a high quality synthesis of the discussions; and the list of participants. The deliverable should be made available no later than 2 weeks after the workshop.
- **The post-final workshop report** shall contain the presentations, position papers and preparatory papers; a high quality synthesis of the discussions; and the list of participants. The deliverable should be made available no later than 2 weeks after the workshop.
- **The public consultation report** will be a report summarising in a concise manner the inputs received as part of the public consultation/survey. The raw input received as part of the public consultation should be appended as an annex to the report. This deliverable shall be made available to the Commission's services as an annex to the interim report.
- **Final study report**, structured with sections along the following lines:
 1. Executive summary
 2. Context, objectives, method, description of work carried out
 3. Information gathered
 4. Methodology for assessing efficiency of spectrum use
 5. Benchmarking
 6. Findings on inefficient spectrum use
 7. Recommendations and conclusions
 8. Annexes including an electronic database

The final study report shall be made available to the Commission's services within 9 months after signature of the contract by the last contracting party.

4.1.2 Report format

All deliverables must be written in English.

All reports should be consistent in style (headings, margins, citations, bibliography, etc) and contain a short executive summary. The contractor is required to properly apply quotation techniques and particular care will be taken to verify improper re-use of existing material.

All reports will be submitted in 10 paper copies and in electronic format (.doc and .pdf). Exchange of advance copies as well as other non-formal communications shall take place via electronic mail.

The Final Study Report, including an executive summary not exceeding 10 pages, shall be provided in 10 bound paper copies including annexes and in a .pdf format suitable for publication by the Commission's services on Commission websites. In addition, the executive summary shall be translated into French and German and be provided in 10 bound paper copies (for each of the three languages), and in a .pdf format suitable for publication by the Commission's services on Commission websites.

The Commission services will decide the possible dissemination of the findings and conclusions and any other information produced under this assignment.

4.2 Meetings and workshops

A schedule of meetings will be agreed with the contractor for this assignment. Such meetings will be attended by representatives of the European Commission, the project manager leader and other members of the contractor's team, as required. Other knowledgeable external experts might be invited to participate by the Commission. The meetings will be chaired by a Commission representative and will take place in Brussels.

The aim of the meetings will be to guide the work of the contractor. In particular, they will allow setting-up the initial orientations, review progress in critical milestones and review the deliverables of the assignment.

Within three days following each meeting, the contractor will circulate minutes of the meeting to all participants, together with copies of presentations made during the meeting or other related documents. The minutes shall be concise and concentrate on major decisions and shall list the open action points for the next reporting period.

Inception meeting

An inception meeting will be organised by the Commission's services at the Commission's premises in Brussels within 2 weeks after signature of the contract by the last contracting party. The contractor will have to finalise the inception report on the basis of the outcome of the inception meeting. The aim of the inception meeting is to kick off the study.

Presentation to RSPG working group

A presentation by the successful tenderer to the RSPG working group on the review of spectrum use will be organised by the Commission's services at the Commission's premises in Brussels, with the aim of informing the RSPG working group on the activities undertaken by the contractor, including work plan and envisaged methodology for performing the study tasks. Furthermore the successful tenderer is required to present depending on the timing of these meetings also the preliminary results of the study at this meeting and to gather further input from the RSPG in order to further develop the deliverables. This work item may require up to 2 separate meetings of maximum half a day organised by the Commission in Brussels. The timing of these meetings will be determined and discussed with the successful tenderer at the inception meeting.

Interim meeting

An interim meeting during which the contractor will present the interim findings will be held within 6 months after signature of the contract by the last contracting party. It will be organised by the Commission's services at the Commission's premises in Brussels. The contractor will have to finalise the interim study report on the basis of the outcome of the interim meeting.

Monthly conference calls

In addition to the meetings to be organised in Brussels, a monthly conference call on the state of progress of the study will take place between representatives from the contractor and the Commission. This will take place in the months indicated in the timetable, see point 4.3 below.

Workshop with stakeholders

The interim study report will be presented by the contractor during a workshop with stakeholders to be held within 8 months after signature of the contract by the last contracting party. The contractor is expected to provide a senior member of staff having worked on the contract to deliver a presentation on the main preliminary findings. The workshop will be organised together by the contractor and the Commission at the Commission's premises in Brussels and will last 1 day. In case an alternative location for the workshop is proposed by the contractor, this has to be agreed by the Commission in advance and to remain within the budget foreseen in the tender.

The aim of the workshop is to inform relevant stakeholders and experts about the preliminary findings of the interim study report, validate and collect their views on them, as well as more general views, especially on current and future developments in the area of the study and policy implications. This will require the contractor preparing a short document and/or a presentation, which will summarise the findings of the study and will raise issues for discussion at the workshop.

The contractor will also prepare the workshop (agenda, invitations, speakers, participants, etc.) and manage the discussion together with the Commission. The feedback from the workshop will be incorporated in the final study report as described above. The final list of participants has to be agreed in advance with the Commission's services. The contractor will also prepare minutes of the workshop in a form of a report, which shall be submitted to the Commission within 2 weeks after the workshop was held. The contractor must include in the price, and bear, the costs of attendance of its own representatives at the workshop(s). The contractor is not required to bear the participation cost of other participants.

Final meeting

A final meeting during which the contractor will present the final findings and proposed conclusions will be held within 9 months after signature of the contract by the last contracting party. It will be organised by the Commission's services at the Commission's premises in Brussels. The contractor will have to finalise the final study report on the basis of the outcome of the final meeting.

Final Workshop

The final study report as approved by the Commission in accordance with section 5 below will be presented by the contractor during a final workshop to be held after the final study report has been prepared by the successful tenderer and the Commission has accepted the final study report. The contractor is expected to provide a senior member of staff having worked on the contract to deliver a presentation on the main findings. The workshop will be organised by the successful tenderer in cooperation with the Commission's services at the Commission's premises in Brussels and will last maximum 1 day.

The aim of the workshop is to inform relevant stakeholders and experts about the findings of the final study report. This will require the contractor preparing a short document and/or a presentation, which will summarise the findings of the study and will raise issues for discussion at the workshop.

For the above workshops costs related to the following activities and items must be borne by the contractor and included in the price:

- Setting the workshop agenda in cooperation with the Commission;
- Identifying participants and speakers in cooperation with the Commission;
- Inviting speakers and participants;
- Managing the travel and accommodation arrangements for his own speakers;
- Financing the travel and accommodation expenses for his own speakers;
- His own speakers' fees;
- Printing and distributing relevant information material for speakers and participants.

Each tenderer should include costs of attendance of its own representative(s) at all the above meetings and workshops in the financial section of the offer.

4.3 Timetable

Deliverable ↓	Meeting ↓	Month →	1	2	3	4	5	6	7	8	9	10
	Inception meeting											
Inception report												
	Presentation to RSPG working group/RSPG*											
	Telephone conferences											
	Interim meeting											
Interim study Report												
	Workshop with stakeholders											
Minutes of workshop with stakeholders												
	Final meeting											
Final study Report												
Public consultation report												
	Final workshop											
Final workshop report												

* to be determined at the inception meeting

5 TERMS OF APPROVAL OF REPORTS/DELIVERABLES

5.1 Study report(s)

After reception of each study report included in section 4.1 above, the Commission will have 30 calendar days in which:

- to approve it,
- to reject it and request a new report.

If the Commission does not react within this period, the report shall be deemed to be approved.

Where the Commission requests a new report because the one previously submitted has been rejected, this must be submitted within 15 calendar days. The new report shall likewise be subject to the above provisions.

5.2 Other Deliverables

The Commission shall have 5 days from receipt to approve or reject the minutes of meetings, and the Contractor shall have 5 days in which to submit additional information or a new deliverable.

6 LAYOUT/CONTENT OF THE WORK PLAN

Offers should include a detailed work plan. The work plan should specify the management structure as well as the responsibility of each member of the team, including the main contractor and/or sub-contractors. It should include the names of the persons in charge of the different countries where data have to be gathered.

The work plan should include a list of tasks to be performed, with clear and realistic phases and milestones. Resources should be clearly associated to each task.

PART 2: ADMINISTRATIVE DETAILS

1 ELIGIBILITY REQUIREMENTS

The present tender documents are drawn up in respect of the Financial Regulation applicable to the general budget of the European Union (Council Regulation (EC, Euratom) No 1605/2002 of 25 June 2002 as amended by Council Regulation (EC, Euratom) N° 1995/2006 of 13 December 2006), as well as its implementing rules (Commission Regulation (EC, Euratom) No 2342/2002 of 23 December 2002 as amended by i) Commission Regulation 1261/2005 of 20 July 2005, ii) Commission Regulation 1248/2006 of 7 August 2006 and iii) Commission Regulation (EC, Euratom) No 478/2007 of 23 April 2007), hereinafter referred to as the Financial Regulation.

Participation in tendering procedures is open on equal terms to all natural and legal persons from one of the EU Member States and to all natural and legal persons in a third country which has a special agreement with the Union in the field of public procurement on the conditions laid down in that agreement.

Where the Plurilateral Agreement on Government Procurement concluded within the WTO applies, the contracts are also open to nationals of the countries that have ratified this Agreement, on the conditions it lays down.

Operators in third countries which have signed a bilateral or multilateral agreement with the Union in the field of public procurement must be allowed to take part in the tendering procedure on the conditions laid down in that agreement. The Commission will refuse tenders submitted by operators in third countries which have not signed such agreements for the present call for tender.

ADMISSIBILITY OF TENDERS

All the **requirements** related to the **submission and opening of the tenders** are detailed in the invitation to tender (see sections 2, 4 and 8 of the invitation to tender) including:

- *Address and deadline for submission of the tender*
- *Presentation of the offer and Packaging*
- *Opening of the Tenders*

2 ADMINISTRATIVE REQUIREMENTS

A service provider may consider submitting a tender as a single entity or decide to collaborate with other service providers to present a bid: either by submitting a **joint tender** or through **subcontracting**. Tenders may also combine both approaches. Whichever type of bid is chosen, the tender must stipulate the legal status and role of each legal entity in the tender proposed.

2.1 Different ways to submit a tender

Options 1 to 4 below describe the different ways to submit a tender.
Please make sure all required documents and evidences are submitted with your tender.
(Please refer to the checklist in Annex 7)

- Option 1:** Submission by **one tenderer: Private / Public entity / Individual.**
- Option 2:** Submission by **partners** as defined under section 2.2 below.
One must be designated as **lead partner/contractor.**
- Option 3:** Submission by **one tenderer with subcontractors** as defined under section 2.2 below
- Option 4:** Submission by **partners** (one must be designated as lead partner/contractor) **with subcontractors** as defined under section 2.2 below

2.2 Joint Tenders and Subcontracting

2.2.1 Joint tenders

In case of a joint tender submitted by a group of tenderers, these latter will be regarded as **partners**. If awarded the contract, they will have an equal standing towards the contracting authority in the execution of the contract.

The partnership may take the form of:

- a) a **new legal entity** which will sign the contract with the Commission in case of award
- or
- b) a group of partners not constituting a new legal entity, who via a **power of attorney (Annex 5)**, signed by an authorised representative of each partner (except the lead partner), designate one of the partners as lead partner, and mandate him as lead contractor to sign the contract with the Commission in case of award.

In both cases, all partners shall be considered as tenderers and shall **assume joint and several liability towards the European Commission for the performance of the contract.**

2.2.2 Subcontracting

Subcontracting is a situation where a contract is to be established between the Commission and a service provider and where this service provider, in order to carry out the contract, enters into legal commitments with other legal entities for performing part of the tasks foreseen in the contract.

The tenderer submitting the tender, if awarded the contract, shall become the sole contractor and shall assume **full liability toward the European Commission for the performance of the contract as a whole.** The other service providers will be regarded as subcontractors.

Subcontracting is subject to the provisions of Article II.13 of the model contract annexed to the invitation.

2.3 Identification of the tenderer – List of Forms & Evidences Required

Options 1/2/3/4: Documents to be provided by the single tenderer or lead partner:

- Annex 1: Administrative identification form (ORIGINAL filled in and signed by (an) authorised representative(s))
- Annex 2: Legal Entities form⁴ (ORIGINAL filled in, signed by (an) authorised representative(s), and supported by relevant evidences according to the entity concerned, i.e. private/public/individual)

Economic operators already registered as a legal entity in the Commission's files (i.e. they are or have been contractors of the Commission) are not obliged to provide a new form, on the condition that they confirm that no change in the information already provided has occurred. In case of doubt, we recommend submitting a new form.

- Annex 3: Financial Identification form⁵ (ORIGINAL filled in according to the instructions contained in this form)

If the corresponding bank account of economic operators is already registered in the Commission's files they are not obliged to provide a new form, on the condition that they confirm that no change in the information already provided has occurred. In case of doubt, we recommend submitting a new form.

- Annex 4: Declaration of honour with respect to the Exclusion Criteria and absence of conflict of interest (ORIGINAL filled in and signed by (an) authorised representative(s))
- Legible photocopy of the statutes of the legal entity (for public/private entities)
- Legible photocopy of the notice of **appointment of the persons authorised to represent the tenderer** in dealings with third parties and in legal proceedings, or a copy of the publication of such appointment if the legislation which applies to the legal entity concerned requires such publication. Any delegation of this authorisation to another representative not indicated in the official appointment must be evidenced.

Options 2 and 4: documents to be provided by each partner, except the lead partner

- Annex 1: Administrative identification form (ORIGINAL filled in and signed by (an) authorised representative(s))
- Annex 2: Legal Entities form⁶ (ORIGINAL filled in, signed by (an) authorised representative(s), and supported by relevant evidences according to the entity concerned, i.e. private/public/individual)

Economic operators already registered as a legal entity in the Commission's files (i.e. they are or have been contractors of the Commission) are not obliged to provide a new form, on the condition that they confirm that no change in the information already provided has occurred. In case of doubt, we recommend submitting a new form.

⁴ A standard template in each EU language is available at http://ec.europa.eu/budget/execution/legal_entities_en.htm

⁵ A standard template in each EU language is available at http://ec.europa.eu/budget/execution/fiers_en.htm

⁶ A standard template in each EU language is available at http://ec.europa.eu/budget/execution/legal_entities_en.htm

- Annex 4: Declaration of honour with respect to the Exclusion Criteria and absence of conflict of interest (ORIGINAL filled in and signed by (an) authorised representative(s))
- Annex 5: Power of attorney (ORIGINAL filled in and signed by (an) authorised representative(s) of each partner)
- Legible photocopy of the statutes of the legal entity (for public/private entities)
- Legible photocopy of the notice of **appointment of the persons authorised to represent the tenderer** in dealings with third parties and in legal proceedings, or a copy of the publication of such appointment if the legislation which applies to the legal entity concerned requires such publication. Any delegation of this authorisation to another representative not indicated in the official appointment must be evidenced.

Options 3 and 4: Documents to be provided by each subcontractor

- Annex 1: Administrative identification form (ORIGINAL filled in and signed by (an) authorised representative(s))
- Annex 4: Declaration of honour with respect to the Exclusion Criteria and absence of conflict of interest (ORIGINAL filled in and signed by (an) authorised representative(s))
- Annex 6a: Letter of intent from each subcontractor (ORIGINAL signed by (an) authorised representative(s)) to confirm their willingness and availability to perform the tasks.

Individual external experts, not part of the tenderer's staff, foreseen to execute a part of the work are also to be considered subcontractors. Individual external experts will have to provide only the letter of intent in Annex 6b (ORIGINAL).

3 SIGNATURE OF THE TENDER

The signature of the single tenderer's or lead partner's authorised representative or representatives (preferably in blue ink) on the administrative identification form (**Annex 1**) will be considered as the signature of the tender, binding the single tenderer or the group of partners to the terms included in the tender.

4 LAYOUT OF THE TENDER

All tenders must be clear, complete and consistent with all the requirements laid down in the tendering documents and **presented in 3 sections** as follows:

4.1 Administrative section

The documentary evidence required in accordance with part 2 section 2, section 3, section 5.1.3 and section 5.2 of the Tender Specifications must be included in the administrative section of the tender. **Tenders not including the necessary evidence may be rejected.** The Commission reserves the right, however, to request clarification or additional evidence in relation to the exclusion and selection stages after the opening within a time limit stipulated in its request and in the conditions explained in section (3) of the invitation to tender.

4.2 Technical section

This section must address all the requirements laid down in Part 1 - Technical description of the tender specifications. Information included here will be used to conduct the qualitative assessment of the tenders on the basis of the technical award criteria listed in section 5.3 below.

The Commission will reject tenders where no technical offers are proposed.

4.3 Financial section

The price quoted must fulfil the following requirements:

- A **total** fixed price expressed **in Euro** must be included in the tender.
- The price quoted must **be firm and not subject to revision**.
- The European Commission, pursuant to the provisions of Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Union, is exempt from all duties, taxes and dues, including value added tax (VAT).

Such charges may not therefore be included in the calculation of the price quoted.

VAT exemption is granted to the Commission by the governments of the Member States, either through refunds upon presentation of documentary evidence or by direct exemption.

For those countries where national legislation provides an exemption by means of reimbursement, **the amount of VAT is to be shown separately**. In case of doubt about the applicable VAT system, it is the tenderer's responsibility to contact his or her national authorities to clarify the way in which the European Commission is exempt from VAT.

- The price quoted shall be subject to the terms set in Article I.3 of the model contract attached.
- The price must fall within the scope of these tender specifications and be broken down into unit prices and quantities per each of the following categories:

(a) Professional fees. The daily rates and total number of person-day for each member of staff working on the contract must be specified.. The tender must also present a breakdown of professional fees for each section in Part 1 section 4.

(b) Travel and subsistence expenses. In the event of travel being necessary to carry out the duties specified in the tender, travel and subsistence expenses shall be paid as indicated in the tender.

(c) Other expenses (outsourced services or supplies e.g. translation expenses, printing expenses, website development, cost of acquiring data etc.)

- Tenders involving more than one legal entity, either as partner or subcontractor (including external experts) must specify the categories above for each legal entity.
- The Commission will reject tenders where no financial offers are proposed.

The part that the tenderer intends to subcontract shall be precisely indicated and detailed.

1. The total price quoted cannot exceed EUR 400 000 – four-hundred-thousand Euros. Tenders with a higher total price will be rejected.

5 EVALUATION OF TENDERS

The evaluation of tenders will be done in accordance with the following subsequent steps:

- The Commission verifies that the **tenderer** is not in one of the situations covered by the exclusion criteria (first step, see section 5.1 below)
- For all tenderers that are not in one of the situations covered by the exclusion criteria, the Commission verifies that the **tenderer** has the appropriate capacities to perform the contract on the basis of the selection criteria (second step, see section 5.2 below)
- For those tenderers that have met the minimum requirements for the selection criteria, the Commission assesses the **tender** on the basis of the award criteria (third step, see section 5.3 below).

5.1 Exclusion Criteria

5.1.1. Pursuant to Article 45(2) of Council Directive 2004/18/EC and to Article 93(1) of the Financial Regulation, the Commission will exclude tenderers from participation in the procurement procedure if:

- (a) they are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- (b) they have been convicted of an offence concerning their professional conduct by a judgement which has the force of res judicata;
- (c) they have been guilty of grave professional misconduct proven by any means which the contracting authority can justify;
- (d) they have not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country of the contracting authority or those of the country where the contract is to be performed;
- (e) they have been the subject of a judgement which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Union's financial interests;
- (f) they are currently subject to an administrative penalty referred to in Article 96(1) of the Financial Regulation.

Points (a) to (d) of the first subparagraph shall not apply in the case of purchase of supplies on particularly advantageous terms from either a supplier which is definitively winding up its business activities, or from the receivers or liquidators of a bankruptcy, through an arrangement with creditors, or through a similar procedure under national law.

For the purpose of the correct application of the above paragraph, the candidate or tenderer, whenever requested by the contracting authority, must:

- (a) where the candidate or tenderer is a legal entity, provide information on the ownership or on the management, control and power of representation of the legal entity,
- (b) where subcontracting is envisaged, certify that the subcontractor is not in one of the situations referred to in paragraph 1 of Article 93 of the Financial Regulation.

5.1.2. Pursuant to Article 45(2) of Council Directive 2004/18/EC and Article 94 of the Financial Regulation, a contract shall not be awarded to candidates or tenderers who, during the procurement procedure for this contract:

- (a) are subject to a conflict of interest;
- (b) are guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in the procurement procedure or fail to supply this information;
- (c) find themselves in one of the situations of exclusion, referred to in Article 93(1) of the Financial Regulation, for this procurement procedure.

5.1.3. Tenderers – including sub-contractors if any - shall provide a declaration on their honour (Annex 4), duly signed and dated, stating that they are not in one of the situations referred to in Article 93(1) or 94 of the Financial Regulation. The tenderers must undertake to inform the Commission, without delay, of any changes with regard to these situations after the date of submission of the tender.

5.1.4. In addition, for contracts of a value higher than EUR 125000, ONLY the tenderer to whom the contract is to be awarded shall confirm the declaration by providing, within a time-limit defined by the contracting authority and preceding the signature of the contract, the following evidences (if the tender is proposed by partners, these evidences must be submitted by each partner):

- 1) The contracting authority shall accept as satisfactory evidence that the candidate or tenderer to whom the contract is to be awarded is not in one of the situations described in point (a), (b) or (e) of Article 93(1) of the Financial Regulation, a recent extract from the judicial record or, failing that, an equivalent document, **issued less than 12 months before the date of the letter informing of the contract award** by a judicial or administrative authority in the country of origin or provenance showing that those requirements are satisfied. The contracting authority shall accept, as satisfactory evidence that the candidate or tenderer is not in the situation described in point (d) of Article 93(1) of the Financial Regulation, a certificate by the competent authority of the State concerned, **issued less than 12 months before the date of the letter informing of the contract award**.
- 2) Where the document or certificate referred to in the first subparagraph is not issued in the country concerned and for the other cases of exclusion referred to in Article 93(1) of the Financial Regulation, it may be replaced by a sworn or, failing that, a solemn statement made by the interested party before a judicial or administrative authority, a notary or a qualified professional body in his country of origin or provenance.

Depending on the national legislation of the country in which the tenderer is established, the documents referred to in paragraphs 1) and 2) shall relate to legal persons and/or natural persons including, where considered necessary by the contracting authority, company directors or any person with powers of representation, decision-making or control in relation to the candidate or tenderer.

In case of doubt on the declaration on the honour provided by the subcontractor(s) in accordance with the indications of point 5.1.3 above, the contracting authority shall request the evidence referred to in points 1) and 2) above from the subcontractor(s).

5.1.5. Administrative and financial penalties

1. **By returning the form in Annex 4 duly signed and dated**, tenderers confirm that they have been notified of the following points: Each institution has a central database containing information on tenderers who have been in one of the situations described under 5.1.1 and 5.1.2 above. The sole purpose of this database is to ensure, in compliance with Union rules on the processing of personal data, that the above-mentioned cases of exclusion are applied correctly. Each institution has access to the databases of the other institutions.

Tenderers and, if they are legal entities, persons who have power of representation, decision-making or control over them, are informed that, should they be in one of the situations mentioned in:

- the Commission Decision of 16.12.2008 on the Early Warning System (EWS) for the use of authorising officers of the Commission and the executive agencies (OJ, L 344, 20.12.2008, p. 125), or
- the Commission Regulation of 17.12.2008 on the Central Exclusion Database – CED (OJ L 344, 20.12.2008, p.12),

their personal details (name, given name if natural person, address, legal form and name and given name of the persons with power of representation, decision-making or control, if legal person) may be registered in the EWS only or both in the EWS and CED, and communicated to the persons and entities listed in the above-mentioned Decision and Regulation, in relation to the award or the execution of a procurement contract or a grant agreement or decision.

2. **In accordance with Article 96 of the Financial Regulation the contracting authority may impose administrative or financial penalties on the following:**

- (a) **candidates or tenderers in the cases referred to in point (b) of Article 94 of the Financial Regulation;**

- (b) **contractors who have been declared to be in serious breach of their obligations under contracts covered by the budget.**

In all cases, however, the contracting authority must first give the person concerned an opportunity to present his observations.

3. The penalties referred to in paragraph 2 shall be proportionate to the importance of the contract and the seriousness of the misconduct, and may consist in:
 - (a) exclusion of the candidate or tenderer or contractor from the contracts and grants financed by the Union budget for a maximum period of ten years; and/or
 - (b) the payment of financial penalties by the candidate or tenderer or contractor up to the value of the contract in question.
4. In accordance with Article 133 of the Regulation laying down the rules for the implementation of the Financial Regulation, the cases referred to in point e) of 5.1.1. above shall be the following:

- (a) cases of fraud as referred to in Article 1 of the Convention on the protection of the European Communities' financial interests drawn up by Council Act of 26 July 1995 (OJ C 316, 27.11.1995, p. 48);
 - (b) cases of corruption as referred to in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union, drawn up by the Council Act of 26 May 1997 (OJ C 195, 25.6.1997, p. 1);
 - (c) cases of involvement in a criminal organisation, as defined in Article 2(1) of Joint Action 98/733/JHA of the Council (OJ L 351, 29.12.1998, p. 1);
 - (d) cases of money laundering as defined in Article 1 of Council Directive 91/308/EEC (OJ L 166 of 28 June 1991, p. 77).
5. Pursuant to article 133a of the Regulation laying down the rules for the implementation of the Financial Regulation, in order to determine duration of exclusion and to ensure compliance with the principle of proportionality, the institution responsible shall take into account in particular the seriousness of the facts, including their impact on the Union's financial interests and image and the time which has elapsed, the duration and recurrence of the offence, the intention or degree of negligence of the entity concerned and the measures taken by the entity concerned to remedy the situation.

When determining the period of exclusion, the institution responsible shall give the candidate or tenderer concerned the opportunity to express their views.

Where the duration of the period of exclusion is determined, in accordance with the applicable law, by the authorities or bodies referred to in Article 95(2) of the Financial Regulation, the Commission shall apply this duration up to the maximum duration laid down in Article 93(3) of the Financial Regulation.

6. The period referred to in Article 93(3) of the Financial Regulation is set at a maximum of five years, calculated from the following dates:
- (a) from the date of the judgment having the force of *res judicata* in the cases referred to in points (b) and (e) of Article 93(1) of the Financial Regulation;
 - (b) from the date on which the infringement is committed or, in the case of continuing or repeated infringements, the date on which the infringement ceases, in the cases referred to in Article 93(1)(c) of the Financial Regulation.

That period of exclusion may be extended to ten years in the event of a repeated offence within five years of the date referred to in points (a) and (b), subject to paragraph 5.

7. Candidates and tenderers shall be excluded from a procurement and grant procedure as long as they are in one of the situations referred to in points (a) and (d) of Article 93(1) of the Financial Regulation.
8. Pursuant to article 134b of the Regulation laying down the rules for the implementation of the Financial Regulation, without prejudice to the application of penalties laid down in the contract, candidates or tenderers and contractors who have made false declarations, have made substantial errors or committed irregularities or fraud, or have been found in serious breach of their contractual obligations may be excluded from all contracts and grants financed by the Union budget for a maximum of five years from the date on

which the infringement is established as confirmed following an adversarial procedure with the contractor.

That period may be extended to ten years in the event of a repeated offence within five years of the date referred to in the first subparagraph.

9. Tenderers or candidates who have made false declarations, have committed substantial errors, irregularities or fraud, may also be subject to financial penalties representing 2% to 10% of the total estimated value of the contract being awarded.

Contractors who have been found in serious breach of their contractual obligations may be subject to financial penalties representing 2% to 10% of the total value of the contract in question.

That rate may be increased to 4% to 20% in the event of a repeat infringement within five years of the date referred to in the first subparagraph of paragraph 8.

The institution shall determine the administrative or financial penalties taking into account in particular the elements referred to in Article 133a(1) of the Regulation laying down the rules for the implementation of the Financial Regulation.

5.2 Selection criteria

The following selection criteria will be used to select the tenderers.

If the tender is submitted by partners (as defined under section 2.2 above)

- the selection criteria in respect of financial and economic capacity (see point 5.2.2 below) are to be considered as setting minimum standards which must be fulfilled by each partner; consequently, documentary evidence has to be provided by each partner and an evaluation of the financial and economic capacity will be carried out for each of them;
- the selection criteria in respect of technical capacity (see 5.2.3 below) will be assessed in relation to the combined capacities of all the members of a partnership as a whole (including subcontractors)

Documentary evidence of the tenderers' claims in respect of the selection criteria is required as indicated below. The tender should also include any other document that the tenderer(s) wish(es) to include by way of clarification.

5.2.1 Professional information

Criterion:	Enrolment in one of the professional or trade registers in the country of establishment
Documentary evidence:	Declaration or certificate of enrolment in one of the professional or trade registers in the country of establishment

5.2.2 Financial and economic capacity

Criterion:	Sufficient financial and economic standing to guarantee continuous and satisfactory performance throughout the envisaged lifetime of the contract
Documentary evidence:	Financial statements or extracts there from for the last two financial years, where applicable, as approved by the general assembly of the company,

	<p>audited and published;</p> <p>Statements of overall turnover and turnover from contracts in the field of consultancy in radio spectrum policy and/or in respect of the services to which the contract relates in the last three financial years.</p>
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If, for some exceptional reason which the Commission considers justified, a tenderer is unable to provide one or other of the above documents, he or she may prove his or her economic and financial capacity by any other document which the Commission considers appropriate. In any case, **the Commission must at least be notified of the exceptional reason and its justification in the tender.** The Commission reserves the right to request any other document enabling it to verify the tenderer's economic and financial capacity.

The Commission shall have sole discretion to judge the adequacy of tenderers' financial standing and, where it considers this insufficient, the right to reject any offer or to accept an offer subject to the provision of a pre-financing guarantee. Submission of a tender implies acceptance that the Commission's decision to request a pre-financing guarantee will be final and that it will not enter into negotiations with tenderers on this subject.

5.2.3 *Technical background*

Criterion:	Relevant expertise of the tenderer and other applicants, including subcontractors if any, acquired in the last seven years, in the field of economics, law and technical expertise applied to radio spectrum policy and management.
Documentary evidence:	List of contracts in the field of radio spectrum policy involving technical, economic, legal and/or regulatory analysis performed in the past seven years, or currently being performed, with their respective values.

Criterion:	Experience, technical knowledge and credibility of proposed team
Documentary evidence:	Concise but informative curricula vitae of all professional team members, demonstrating professional experience in the specific domain <i>of this study</i> in particular experience in technical, economic, legal and/or regulatory analysis applied to radio spectrum policy for the last four years, must be included with the tender.

Criterion:	Management capability
Documentary evidence:	<p>List of contracts of a value of at least EUR 200 000- two-hundred-thousand Euros performed in the last five years by the tenderer(s), including subcontractors if any.</p> <p>Short description of the measures employed to ensure the quality of the services for each of the listed contracts</p>

5.3 Award criteria

5.3.1 Technical award criteria

The tenders will be qualitatively assessed on the basis of the technical award criteria and respective scores listed below:

<u>Technical award criterion</u>	<u>Maximum score/weighting</u>	<u>Threshold</u>
1. Understanding of the tasks required 1.1. Understanding and insight of context, objectives and the different tasks to be performed, demonstrated by explanations and elaborations on the way in which the tenderer intends to handle the various requirements.	30	15
2. Technical quality of the tender 2.1. Completeness of the scope of the tasks 2.2. Quality of the methodological approach including soundness and appropriateness of the proposed analysis tools and data gathering techniques 2.3. Relevance, quality, accuracy and completeness of proposed deliverables 2.4. Relevance, quality (including soundness and appropriateness) and completeness of the information proposed to be used, and of the analysis proposed to be undertaken <i>(All the sub-criteria above are of equal relative importance)</i>	50	25
3. Management 3.1. Feasibility to meet the objectives specified in the tender specifications (outlined e.g. by a work plan or timetable) 3.2. Sound and realistic allocation of: - financial and - human resources, including allocation of expertise <i>(All the sub-criteria above are of equal relative importance)</i>	20	10
TOTAL	100	60

Minimum score per criterion (threshold):

Tenders scoring less than 50% of the maximum score for any technical award criterion will be considered of insufficient quality and rejected.

Minimum total score (threshold):

Tenders with a total score of less than 60 points at the end of the evaluation process will be considered of insufficient quality and rejected.

5.3.2 Price

The price quoted must comply with the requirements laid down in Part 2 - section 4.3 above.

6 AWARD OF THE CONTRACT

The Contract shall be awarded to the tender offering the best value for money, which will be the one with the best quality/price ratio, taking into account the award criteria listed in section 5.3.

The qualitative score obtained for the technical award criteria will be divided by the total price of the tender.

7 PAYMENT AND STANDARD CONTRACT

- Payments under the contract shall be made in accordance with articles I.4 and II.4 of the model contract attached.
- Depending on the financial solidity of the tenderer, payment of the pre-financing may be made conditional upon the furnishing by the Contractor of a financial guarantee.
- In any case, a financial guarantee shall be required for the payment of pre-financing exceeding EUR 150 000. The guarantee shall be supplied by a bank or an authorised financial institution. The guarantee shall be denominated in Euro. The guarantee shall be released as and when the pre-financing is deducted from interim payments or payments of balances to the contractor in accordance with the terms of the contract.

8 VALIDITY OF THE TENDER

Period of validity of the tender shall be nine months from the closing date for submission of the tender given above.

9 ADDITIONAL PROVISIONS

- Changes to tenders will be accepted only if they are received on or before the final date set for the receipt of tenders.
- Expenses incurred in respect of the preparation and presentation of tenders cannot be refunded.

- No information of any kind will be given on the state of progress with regard to the evaluation of tenders.
- All documents submitted by tenderers will become property of the Commission and will be regarded as confidential.

10 LIQUIDATED DAMAGES: SEE ARTICLE II.16 OF THE MODEL CONTRACT

11 NO OBLIGATION TO AWARD THE CONTRACT

Initiation of a tendering procedure imposes no obligation on the Commission to award the contract. Should the invitation to tender cover several items or lots, the Commission reserves the right to award a contract for only some of them. The Commission shall not be liable for any compensation with respect to tenderers whose tenders have not been accepted. Nor shall it be so liable if it decides not to award the contract.

12 RESULTS

The results of the service must be forwarded to the European Commission in Brussels. **The copyright will belong to the Commission;** the Commission will in particular have the right to publish the results.

13 DISCLAIMER

The following sentence is to be prominently displayed on the cover of each working paper and the final report of the study. The disclaimer should also be incorporated into the introduction of each working paper and final report.

The opinions expressed in this study are those of the authors and do not necessarily reflect the views of the European Commission.

PART 3: ANNEXES

ANNEX 1: ADMINISTRATIVE IDENTIFICATION FORM

<u>TENDERER'S ID</u>	
Name	
Legal form	
Date of registration	
Country of registration	
Registration number	
VAT number	
Address of registered office	
Contact address (if different)	
URL	
<u>AUTHORISED REPRESENTATIVE(S)⁷</u>	
<u>CONTACT PERSON</u>	
Name	
Forename	
Position	
Telephone	
Fax	
Email	
<u>DECLARATION BY THE AUTHORISED REPRESENTATIVE(S):</u> I, the undersigned, certify that the information given in this tender is correct and that the tender is valid.	

Place and date:

Name (in capital letters) and signature:

⁷ Please include the names of the legal representative(s) whose contract signature is required in accordance with the statutes of the organisation and the official document to be provided as required in Part 2 under section 2.3

ANNEX 2: LEGAL ENTITIES FORM

As required in PART 2 under section 2.3 of the tender specifications.

A standard template in each EU language is available at:

http://ec.europa.eu/budget/execution/legal_entities_en.htm

ANNEX 3: BANK IDENTIFICATION FORM

As required in PART 2 under section 2.3 of the tender specifications

A standard template in each EU language is available at:

http://ec.europa.eu/budget/execution/ftiers_en.htm

<p style="text-align: center;">ANNEX 4: DECLARATION OF HONOUR WITH RESPECT TO THE EXCLUSION CRITERIA AND ABSENCE OF CONFLICT OF INTEREST</p>

The undersigned *[name of the signatory of this form, to be completed]*:

- in his/her own name *(if the economic operator is a natural person)*

or

- representing *(if the economic operator is a legal person and the declaration is signed by a director or person with powers of representation)*

official name in full:

official legal form:

official address in full:

VAT registration number:

declares that he/she / the company or organisation that he/she represents:

- a) is not bankrupt or being wound up, is not having its affairs administered by the courts, has not entered into an arrangement with creditors, has not suspended business activities, is not the subject of proceedings concerning those matters, and is not in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- b) has not been convicted of an offence concerning professional conduct by a judgment which has the force of *res judicata*;
- c) has not been guilty of grave professional misconduct proven by any means which the contracting authorities can justify;
- d) has fulfilled all its obligations relating to the payment of social security contributions and the payment of taxes in accordance with the legal provisions of the country in which it is established, with those of the country of the contracting authority and those of the country where the contract is to be carried out;
- e) has not been the subject of a judgement which has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Union's financial interests;
- f) is not a subject of the administrative penalty for being guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in the procurement procedure or failing to supply an information, or being declared to be in serious breach of his obligation under contract covered by the budget.

In addition, the undersigned declares on their honour:

- g) they have no conflict of interest in connection with the contract; a conflict of interest could arise in particular as a result of economic interests, political or national affinities, family or emotional ties or any other relevant connection or shared interest;
- h) they will inform the contracting authority, without delay, of any situation considered a conflict of interest or which could give rise to a conflict of interest;
- i) they have not made and will not make any offer of any type whatsoever from which an advantage can be derived under the contract;

- j) they have not granted and will not grant, have not sought and will not seek, have not attempted and will not attempt to obtain, and have not accepted and will not accept any advantage, financial or in kind, to or from any party whatsoever, constituting an illegal practice or involving corruption, either directly or indirectly, as an incentive or reward relating to award of the contract.
- k) that the information provided to the Commission within the context of this invitation to tender is accurate, sincere and complete.
- l) that in case of award of contract, they shall provide the evidence that they are not in any of the situations described in points a, b, d, e above⁸.

For situations described in (a), (b) and (e), production of a recent extract from the judicial record is required or, failing that, a recent equivalent document issued by a judicial or administrative authority in the country of origin or provenance showing that those requirements are satisfied. Where the Tenderer is a legal person and the national legislation of the country in which the Tenderer is established does not allow the provision of such documents for legal persons, the documents should be provided for natural persons, such as the company directors or any person with powers of representation, decision making or control in relation to the Tenderer.

For the situation described in point (d) above, recent certificates or letters issued by the competent authorities of the State concerned are required. These documents must provide evidence covering all taxes and social security contributions for which the Tenderer is liable, including for example, VAT, income tax (natural persons only), company tax (legal persons only) and social security contributions.

For any of the situations (a), (b), (d) or (e), where any document described in two paragraphs above is not issued in the country concerned, it may be replaced by a sworn or, failing that, a solemn statement made by the interested party before a judicial or administrative authority, a notary or a qualified professional body in his country of origin or provenance.

By signing this form, the undersigned acknowledges that they have been acquainted with the administrative and financial penalties described under art 133 and 134 b of the Implementing Rules (Commission Regulation 2342/2002 of 23/12/02), which may be applied if any of the declarations or information provided prove to be false.

Full name

Date

Signature

⁸ Mandatory for contracts of value above EUR 125 000 only (see art. 134(2) of the Implementing Rules). The contracting authority can nevertheless request such evidence for contracts with a lower value.

ANNEX 5: POWER OF ATTORNEY⁹

MANDATING ONE OF THE PARTNERS IN A JOINT TENDER AS LEAD PARTNER AND LEAD CONTRACTOR

The undersigned:

– Signatory (Name, Function, Company, Registered address, VAT Number)

having the legal capacity required to act on behalf of his/her company,

HEREBY AGREES TO THE FOLLOWING:

- 1) To submit a tender as a partner in the group of partners constituted by **Company 1, Company 2, Company N**, and led by **Company X**, in accordance with the conditions specified in the tender specifications and the terms specified in the tender to which this power of attorney is attached.
- 2) If the European Commission awards the Contract to the group of partners constituted by **Company 1, Company 2, Company N**, and led by **Company X** on the basis of the joint tender to which this power of attorney is attached, all the partners shall be co-signatories of the Contract in accordance with the following conditions:
 - (a) All partners shall be jointly and severally liable towards the European Commission for the performance of the Contract.
 - (b) All partners shall comply with the terms and conditions of the Contract and ensure the proper delivery of their respective share of the services and/or supplies subject to the Contract.
- 1) Payments by the European Commission related to the services and/or supplies subject to the Contract shall be made through the lead partner's bank account: **[Provide details on bank, address, account number]**.
- 2) The partners grant to the lead partner all the necessary powers to act on their behalf in the submission of the tender and conclusion of the Contract, including:
 - (a) The lead partner shall submit the tender on behalf of the group of partners.
 - (b) The lead partner shall sign any contractual documents — including the Contract, and Amendments thereto — and issue any invoices related to the Services on behalf of the group of partners.
 - (c) The lead partner shall act as a single contact point with the European Commission in the delivery of the services and/or supplies subject to the Contract. It shall co-ordinate the delivery of the services and/or supplies by the group of partners to the European Commission, and shall see to a proper administration of the Contract.

Any modification to the present power of attorney shall be subject to the European Commission's express approval. This power of attorney shall expire when all the contractual obligations of the group of partners towards the European Commission for the delivery of the services and/or supplies subject to the Contract have ceased to exist. The parties cannot terminate it before that date without the Commission's consent.

Signed in on **[dd/mm/yyyy]**

Place and date:

Name (in capital letters), function, company and signature:

⁹ To be filled in and signed by each of the partners in a joint tender, except the lead partner;

ANNEX 6a: LETTER OF INTENT FOR SUB-CONTRACTORS

[Title of the call for tenders]

The undersigned:

.....

Name of the company/organisation:

.....

Address:

.....

Declares hereby that, in case the contract is awarded to **[name of the tenderer]**, the company/organisation that he/she represents, intends to collaborate in the execution of the tasks subject to this call for tender, in accordance with the tender specifications and the tender to which the present form is annexed, and is available to carry out its part of the tasks during the period foreseen for the execution of the contract.

Declares hereby taking note of Art. II.13 regarding subcontracting and Art. II.17 in relation with checks and audits of the service contract.

Place and date:

Name (in capital letters) and signature:

ANNEX 6b: LETTER OF INTENT FOR EXTERNAL EXPERTS

[Title of the call for tenders]

The undersigned:

.....

Address:

.....

Declares hereby that, in case the contract is awarded to **[name of the tenderer]**, he/she intends to collaborate in an individual capacity as **an external expert** in the execution of the tasks subject to this call for tender, in accordance with the tender specifications and the tender to which the present form is annexed, and is available to carry out its part of the tasks during the period foreseen for the execution of the contract. In addition, the undersigned declares not to have any conflict of interest in connection with the contract, and not to be in one of the situations of exclusion referred to in Article 93(1) of the Financial Regulation¹⁰.

Declares hereby taking note of Art. II.13 regarding subcontracting and Art. II.17 in relation with checks and audits of the service contract.

Place and date:

Name (in capital letters) and signature:

¹⁰ Available at http://ec.europa.eu/budget/documents/financial_regulation_en.htm

ANNEX 7: CHECK LIST OF DOCUMENTS TO BE SUBMITTED

The purpose of the table below is to facilitate the preparation of the tender by providing an overview of the documents that must be included (marked by ■) depending on the role of each economic operator in the tender (be it lead partner, partner in joint bid, single tenderer or subcontractor/external expert). Some of the documents are only relevant in cases of joint bids or when subcontractors are involved. Additional documents might be necessary depending on the specific characteristics of each tender.

Description	Lead partner in a joint bid	All the other partners in a joint bid	Single tenderer (with or without subcontractors)	Subcontractor	Subcontractor – External expert
<i>Administrative section of the tender</i>					
Annex 1: Original Administrative identification form (see section 2.3, part 2)	■	■	■	■	
Annex 2: Original Legal Entity Form (see section 2.3, part 2)	■	■	■		
Annex 3: Original Financial Identification form (see section 2.3, part 2)	■		■		
Annex 4: Original Declaration of honour with respect to the Exclusion Criteria and absence of conflict of interest (see section 2.3, part 2)	■	■	■	■	
Annex 5: Original Power of attorney (see section 2.3, part 2)		■			
Annex 6 a: Original Letter of intent from each subcontractor (see section 2.3, part 2)				■	
Annex 6 b: Original Letter of intent from each subcontractor (see section 2.3, part 2)					■
Legible photocopy of the statutes of the entity (see section 2.3, part 2)	■	■	■		
Legible photocopy of the notice of appointment of the persons authorised to represent the tenderer (see section 2.3, part 2)	■	■	■		
Declaration or certificate of enrolment in one of the professional or trade registers in the country of establishment (see section 5.2.1, part 2)	■	■	■		
Evidence of financial and economic capacity (see section 5.2.2, part 2)	■	■	■		
Evidence of Technical background (see section 5.2.3, part 2)	■	■	■	■	■
<i>Technical Section of the tender (see section 4.2, part 2)</i>	■		■		

Financial Section of the tender (see section 4.3, part 2)

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